

## Request for Extension of Clearance Order

## Virginia Employment Commission

1. To: Puerto Rico North Carolina South Carolina Georgia Florida	2. Job Order Number:  607425	
	3. Employer Name:  Fred L. Glavie	
4. From:  Agriculture & Foreign Labor Program Manager Virginia Employment Commission 2211 Hydraulic Rd Charlottesville, VA 22901	5. OES Job Code, Title and Number of Positions Available  45-2092.02 40 positions  Farmworker, Fruit	
6. Please note the following concerning the above job order:  The attached H-2A job order has been accepted by U.S. DOL for Interstate Clearance		
7. By: (ES Agency Representative) Kendal Shaver	Title: Agriculture & Foreign Labor Program Manager	Telephone Number: 434-984-7640
8. Receiving State Office: ("X" one) <input type="checkbox"/> Accepted (If accepted, list local offices extended to) <input type="checkbox"/> Rejected (If rejected, provide reasons)		
Comments:		
9. By: ES Agency Representative	Telephone Number:	Date Signed:



U.S. Department Labor  
Employment and Training Administration

OMB Control No. 1205-0134  
Expiration Date: October 31, 2015

Agricultural and Food Processing Clearance Order ETA Form 790  
Orden de Empleo para Obreros/Trabajadores Agrícolas y Procesamiento de Alimentos

(Print or type in each field block - To include additional information, go to block # 28 - Please follow Step-By-Step Instructions)  
(Favor de usar letra de molde en la solicitud - Para incluir información adicional vea el punto # 28 - Favor de seguir las instrucciones paso-a-paso)

<b>1 Employer's and/or Agent's Name and Address (Number, Street, City, State and Zip Code / Nombre y Dirección del Empleador/Patrón y/o Agente (Número, Calle, Ciudad, Estado y Código Postal))</b>  Fred L. Glaize, LLC 112 E. Piccadilly Street Winchester, VA 22601	
<b>a) Federal Employer Identification Number (FEIN) / Número federal de identificación del empleador</b> 54-0473343	
<b>b) Telephone Number / Número de Teléfono</b> 540-662-6251	
<b>c) Fax Number / Número de Fax</b> 540-667-3464	
<b>d) E-mail Address / Dirección de Correo Electrónico</b> phil@glazeapples.com	
<b>2 Address and Directions to Work Site / Domicilio y Direcciones al lugar de trabajo</b> 980 Indian Hollow Road, Winchester, VA 22603 Route 522 N, Left on Indian Hollow Road, 1.6 miles to farm on right  See attached list of worksite locations  The employer attests that all work locations are controlled by the employer stated above and it is not an H-2A Labor Contractor.  See Attachment 2 to ETA 790 Item 2	
<b>3 Address and Directions to Housing / Domicilio y Direcciones al lugar de vivienda</b> Baker Camp - 1116 Marple Road, Winchester, VA 22603 Rt. 522 N, Left on Indian Hollow Road, 1.4 miles turn right on Marple Rd Housing is on the corner of Marple Road and Indian Hollow Road  Frederick Co. Fruitgrowers - 801 Fairmont Avenue, Winchester, VA 22601 Exit 317 off I81 to US 11 S. Merge left onto Martinsburg Pike. 2.3 miles S turn right onto Commercial St., turn left onto Fairmont Avenue. Housing is 0.1 miles on the left.  <b>a) Description of Housing / Descripción de la vivienda</b>  Baker Camp - 1116 Marple Road, Winchester, VA 22603 House/Dormitory. Frame. capacity 23  Frederick Co. Fruitgrowers 801 Fairmont Avenue, Winchester, VA 22601 Barracks style, concrete, capacity 898	
<b>Nos. 4 through 8 for STATE USE ONLY Números 4 a 8 para USO ESTATAL</b>	
<b>4 SOC (ONET/OES) Occupational Code / Código Industrial</b> 45-2092.02 <b>a SOC (ONET/OES) Occupational Title / Título Ocupacional</b> Farm worker, crop	<b>5 Job Order No. / Num. de Orden de Empleo</b> 607425
<b>5 Address of Order Holding Office (include Telephone number) / Dirección de la Oficina donde se radica la oferta (incluya el número de teléfono)</b> 100 Premier Pl. 540-722-3415 Winchester VA 22601	
<b>a Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (incluya el número de teléfono de su línea directa)</b> Cindy Webb 540 535 2862	
<b>7 Clearance Order Issue Date / Fecha de Emisión de la Orden de Empleo</b> 7/29/2015	
<b>8 Job Order Expiration Date / Fecha de Vencimiento o Expiración de la Orden de Empleo</b> 10-4-2015	
<b>9 Anticipated Period of Employment / Periodo anticipado o previsto de Empleo</b> From / Desde: 09-08-2015 To / Hasta: 10-30-2015	
<b>10 Number of Workers Requested / Número de Trabajadores Solicitados</b> 40 workers	
<b>11 Anticipated Hours of Work per Week / Horas Anticipadas/Previstas de Trabajo por Semana. Total: 39</b> Sunday / Domingo: 2 Thursday / Jueves: 7 Monday / Lunes: 7 Friday / Viernes: 7 Tuesday / Martes: 7 Saturday / Sábado: 4 Wednesday / Miércoles: 7	
<b>12 Anticipated range of hours for different seasonal activities / Rango previsto de horas par a las diferentes actividades de la temporada:</b> Hours worked each day will depend on condition of weather and crop	
<b>13 Collect Calls Accepted from / Aceptan Llamadas por Cobrar de:</b>  Employer / Empleador Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>	

14. Describe how the employer intends to provide either 3 meals a day to each worker or furnish free and convenient cooking and kitchen facilities for workers to prepare meals / Describe cómo el empleador tiene la intención de ofrecer, ya sea 3 comidas al día a cada trabajador o proporcionar gratuitamente instalaciones para cocinar

Housing will be clean and meet the applicable federal and state housing standards. Workers will be responsible for maintaining housing in a neat and clean manner. Reasonable repair cost for damages, other than that caused by normal wear and tear may be billed to worker found to have been responsible for damage to housing or furnishings. Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day. No tenancy in employer provided housing is created by this arrangement. The employer retains possession and control of the housing premises at all times. Workers provided housing under the terms of this clearance order shall vacate the housing promptly upon termination of employment with the employer.

☐ Employer will not provide 3 meals per day

☒ Employer will provide 3 meals per day and charge \$11.86 per day for such.

If meals are not provided, then the employer will furnish free cooking facilities so workers may prepare their own meals. Free transportation will be provided once a week to the grocery store so workers can purchase their own groceries.

- 15 Referral Instructions and Hiring Information / Instrucciones sobre cómo Referir Candidatos/Solicitantes - (Explain how applicants are to be hired or referred, and the Employer's/Agent's available hour to interview workers / Explique cómo los candidatos serán contratados o referidos, y las horas disponibles del empleador/ agente para entrevistar a los trabajadores). See instructions for more details / Vea las instrucciones para mas detalles

The applicant holding office is to refer all able, willing, and qualified applicants through the order holding office or the applicants can contact the farm directly at the address or phone number listed in item 1 on the ETA 790, during normal business hours to apply

16 Job description and requirements / Descripción y requisitos del trabajo

Primary duty will be to harvest fresh market fruit without bruise or defect from picking  
See page 7 item 28 for more detailed job description and requirements.

- 1 Is previous work experience preferred? / Se prefiere previa experiencia? Yes / Si ☒ No ☐ If yes, number of months preferred: / Si es así, numero de meses de experiencia: 1 month

2 Check all requirements that apply

- |   |  |
|---|--|
| <input type="checkbox"/> Certification/License Requirements / Certificación/Licencia Requisitos   | <input type="checkbox"/> Criminal Background Check / Verificación de antecedentes penales                        |
| <input type="checkbox"/> Driver Requirements / Requisitos del conductor                           | <input type="checkbox"/> Drug Screen / Detección de Drogas   |
| <input type="checkbox"/> Employer Will Train / Empleador entrenará o adiestrará                   | <input checked="" type="checkbox"/> Extensive Pushing and Pulling / Empujar y Jalar Extensamente                 |
| <input type="checkbox"/> Extensive Sitting / Estar sentado largos ratos                           | <input checked="" type="checkbox"/> Extensive Walking / Caminar por largos ratos                                 |
| <input checked="" type="checkbox"/> Exposure to Extreme Temp / Expuesto a Temperaturas Extremas   | <input checked="" type="checkbox"/> Frequent Stopping / Inclinandose o agachándose con frecuencia                |
| <input checked="" type="checkbox"/> Lifting requirement / Levantar o Cargar <u>50</u> lbs./libras | <input type="checkbox"/> OTHoliday is not mandatory / Horas Extras (sobre tiempo) / Dias Feriados no obligatorio |
| <input checked="" type="checkbox"/> Repetitive Movements / Movimientos repetitivos                |  |

17. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)							
Crop Activities	Hourly Wage	Piece Rate / Unit(s)	Special Pay (bonus, etc.)	Deductions*	Yes/Sí	No	Pay Period / Periodo de Pago
Cultivos	Salario por Hora	Pago por Pieza / Unidades	Pagos Especiales (Bono, etc.)	Deducciones			
Apples / VA	\$ 10.32	\$ 0.74	Per 2419 cu. in. box	Social Security / Seguro Social	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Weekly / Semanal
	\$	\$		Federal Tax / Impuestos Federales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	\$	\$		State Tax / Impuestos Estatales	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bi-weekly / Quincenal
	\$	\$		Meals / Comidas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	\$	\$		Other (specify) / Otro (especifica)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Monthly/Mensual
							Other/Otro
							<input type="checkbox"/>

18. More Details About the Pay / Mas Detalles Sobre el Pago:

Workers will be paid for all hours worked at the state wage rate in effect at the time the work is performed, required at 20 CFR 655.122 (1) and 655.120 (a). The required wage may be different than it is at the time of filing this job order.

19. Transportation Arrangements / Arreglos de Transportación

After the worker has completed 15 days or 50% of the work contract period, whichever comes first, the employer shall reimburse the worker for the cost of transportation and subsistence from the place from which the worker was recruited to work for the employer. Upon completion of the work contract, the employer will pay reasonable cost of the return transportation and subsistence to the place from which the worker departed to work for the employer, as required in 20CFR 655-122 (H), except when the worker will not be returning to the place of recruitment, due to subsequent employment with another employer who agrees to pay such cost, in which case this employer only pays for the transportation to the next job. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distance involved, "except that any worker protected pursuant to the fair labor standards act will be paid in compliance with the FSLA beginning in the first work week". See attachment page 3.

Attachment 2 to 790  
 FRED L. GLAIZE, L.C.  
 JOBSITES FOR H-2A PICKERS

<u>NAME/DESCRIPTION</u>	<u>ADDRESS</u>	<u>DIRECTIONS FROM INTERSTATE</u>
Brent Orchard	400 Clark Road, Stephens City, VA 22655	Exit 307 from I81, west on VA-277, Continue to Fairfax St which becomes Marlboro Rd. Left on Middle Road and slight left on Clark Rd.
Cover Orchard	1641 Hites Road, Middletown, VA 22645	Exit 307 from I81, west on Reliance Rd, right on US-11N, 1st left on Coughlin Rd, Right on Hites Rd
Millhouser Orchard	9530 Middle Road, Strasburg, VA 22657	Exit 307 from I81, west on VA-277, Continue to Fairfax St which becomes Marlboro Rd., Left on Middle Road.
Hite Orchard	1225 Minebank Rd, Middletown, VA 22657	Exit 307 from I81, west on VA-277, Continue to Fairfax St which becomes Marlboro Rd, Left on Middle Road, Left on Cedar Creek Grade, Right on Minebank.
Russell Orchard	874 Russell Rd., Clear Brook, VA 22624	Exit 323, west on Hopewell, right onto Wiltown, left on Russell Rd.

20 Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house and/or pay workers for this (these) crop activity (ies)? / ¿Es la práctica habitual usar Contratistas de Trabajo Agrícola para reclutar, supervisar, transportar, dar vivienda y/o pagarle a los trabajadores para este(s) tipo(s) de cosecha(s)? Yes / Sí ☐ No ☒

If you have checked yes, what is the FLC wage for each activity? / Si contesto "Sí" cuál es el salario que le paga el Contratista de Trabajo Agrícola por cada actividad?

21 Are workers covered for Unemployment Insurance? / ¿Se le proporcionan Seguro de Desempleo a los trabajadores? Yes/Sí ☐ No ☒

22 Are workers covered by workers' compensation? / ¿Se le provee seguro de compensación/indemnización al trabajador? Yes/Sí ☒ No ☐

Policy number AVA/CVA2403642015 issued by American Interstate Insurance Company. See page 3 of attachments

23 Are tools, supplies, and equipment provided at no charge to the workers? / ¿Se les proveen herramientas y equipos sin costo alguno a los trabajadores? Yes/Sí ☒ No ☐

24 List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None".) / Enumere todos los acuerdos o convenios hechos con los propietarios del establecimiento o sus agentes para el pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno".)

None

25 List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None".) / Enumere toda huelga, paro o interrupción de operaciones de trabajo por parte de los empleados en el lugar de empleo. (Si no hay incidentes de este tipo, indique "Ninguno".)

None

25. Is this job order to be placed in connection with a future Application for Temporary Employment Certification for H-2A workers? / ¿Esta orden de empleo ha sido puesta en conexión con una futura solicitud de certificación de empleo temporal para trabajadores H-2A?

Yes/Sí ☒ No ☐

27. Employer's Certification. This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. / Certificación del Empleador. Esta orden de trabajo describe los términos y condiciones del empleo que se le ofrece, y contiene todos los términos y condiciones materiales ofrecidos.

Philip B. Glaize, Jr., Member

Employer's Printed Name & Title / Nombre y Título en Letra de Molde/Imprenta del Empleador

  
Employer's Signature / Firma y Título del Empleador

July 21, 2015  
Date / Fecha

**READ CAREFULLY.** In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Employment and Training Administration (ETA) nor the State agencies are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the American Job Center constitute a contractual job offer to which the American Job Center, ETA or a State agency is in any way a party.

**LEA CON CUIDADO.** En vista de la función básica del Servicio de Empleo establecida por ley, como una entidad de intercambio laboral sin comisiones, es decir, como un foro para reunir a los empleadores y los solicitantes de empleo, ni ETA ni las agencias del estado pueden garantizar la exactitud o veracidad de la información contenida en las ordenes de trabajo sometidas por los empleadores. Ni ninguna orden de trabajo aceptado o contratado en el Centro de Carreras (American Job Center) constituyen una oferta de trabajo contractual a las que el American Job Center, ETA o un organismo estatal es de ninguna manera una de las partes.

#### PUBLIC BURDEN STATEMENT

The public reporting burden for responding to ETA Form 790, which is required to obtain or retain benefits (44 USC 3501), is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. The public need not respond to this collection of information unless it displays a currently valid OMB Control Number. This is public information and there is no expectation of confidentiality. Send comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.

#### DECLARACION DE CARGA PÚBLICA

La carga de información pública para responder a la Forma ETA 790, que se requiere para obtener o retener beneficios (44 USC 3501), se estima en aproximadamente 60 minutos por respuesta, incluyendo el tiempo para revisar las instrucciones, buscar fuentes de datos existentes, recopilar y revisar la colección. El público no tiene por qué responder a esta recopilación de información a menos que muestre un número de control OMB válido. Esta información es pública y no hay ninguna expectativa de confidencialidad. Envíe sus comentarios acerca de esta carga o cualquier otro aspecto de esta colección, incluyendo sugerencias para reducir esta carga, al U.S. Department of Labor, Employment and Training Administration, Office of Workforce Investment, Room C-4510, 200 Constitution Avenue, NW, Washington, DC 20210.



28. Use this section to provide additional supporting information (including section Box number) include attachments, if necessary / Utilice esta sección para proporcionar información adicional de apoyo, incluya el número de la sección e incluya archivos adjuntos, si es necesario

Page 3 section 18 Job description and requirements:

Primary duty will be to harvest fresh market fruit without bruise or defect from picking. Pick fruit from trees and when necessary using a provided ladder. The average length of a ladder is 16 ft to 24 ft. The average weight is 50 lbs. When using ladders, the worker will place the ladder firmly against the tree in a secure position so as not to break limbs or knock off fruit and to prevent slipping and falling. Fruit picked must be placed in picking bags or buckets which attach to the body with a shoulder harness and weighs between 30-50 pounds when full. When filled with fruit the bags or buckets are to be emptied into bins by opening at the bottom of the bag or bucket. Workers are required to pick the entire tree or to spot pick the fruit as directed. Each worker's trees will be picked according to instructions given each day by the employer or supervisor. One month experience required in duties listed.

**20 CFR 653.501**  
**Assurances**

**INTRASTATE AND INTERSTATE CLEARANCE ORDER**

The employer agrees to provide to workers referred through the clearance system the number of hours of work per week cited in Item 10 of the clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 working days prior to the original date of need by so notifying the Order-Holding Office (OHO). If the employer fails to notify the OHO at least 10 working days prior to the original date of need, the employer shall pay eligible workers referred through the intrastate/interstate clearance system the specified hourly rate or pay, or in the absence of a specified hourly rate or pay, the higher of the Federal or State minimum wage rate for the first week starting with the original anticipated date of need. The employer may require workers to perform alternative work if the guarantee is invoked and if such alternative work is stated on the job order.

The employer agrees that no extension of employment beyond the period of employment shown on the job order will relieve the employer from paying the wages already earned, or specified in the job order as a term of employment, providing transportation or paying transportation expenses to the worker's home.

The employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration and other employment-related laws.

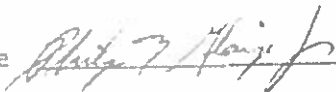
The employer agrees to expeditiously notify the OHO or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment.

The employer, if acting as a farm labor contractor, has a valid farm labor contractor registration certificate.

The employer assures the availability of no cost or public housing which meets applicable Federal and State standards and which is sufficient to house the specified number of workers requested through the clearance system.

The employer also assures that outreach workers shall have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107.

Employer's Name Fred L. Glaze, L.C. Date: July 21, 2015

Employer's Signature 

**Besides the material terms and conditions of the employment, the employer must agree to these assurances if the job order is to be placed as part of the Agricultural Recruitment System. This assurance statement must be signed by the employer, and it must accompany the ETA Form 790.**



# CERTIFICATE OF LIABILITY INSURANCE

FREDL-1

OP ID: MB

DATE (MM/DD/YYYY)

07/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
The Winchester Group, Inc.  
24 W Piccadilly St., Ste B1  
Winchester, VA 22601  
Gary S. Nichols

CONTACT NAME: Gary S. Nichols  
PHONE (A/C No. Ext.): 540-662-1828 FAX (A/C No.): 540-662-5707  
E-MAIL ADDRESS: wincgroup@wincgroup.com

INSURER(S) AFFORDING COVERAGE NAIC #

INSURER A American Interstate Insurance 31895

INSURER B

INSURER C

INSURER D

INSURER E

INSURER F

INSURED Fred L. Glaze, LC  
P. O. Box 2077  
Winchester, VA 22604

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
CLAIMS MADE OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
					MED EXP (Any one person) \$
GEN. AGGREGATE LIMIT APPLIES PER POLICY					PERSONAL & ADV INJURY \$
PRO-ECT LOC					GENERAL AGGREGATE \$
OTHER					PRODUCTS - COMP/CP AGG \$
					\$
AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
ANY AUTO					BODILY INJURY (Per person) \$
ALL OWNED AUTOS	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
HIRED AUTOS	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
					\$
UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
EXCESS LIAB	CLAIMS MADE				AGGREGATE \$
DED	RETENTION \$				\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	AWWCVA2403642015	06/01/2015	06/01/2016	X PER STATUTE OF VA
ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y N/A				EL EACH ACCIDENT \$ 500,000
If yes, describe union					EL DISEASE - EA EMPLOYEE \$ 500,000
DESCRIPTION OF OPERATIONS below					EL DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Fred L. Glaze LC  
P. O. Box 2077  
Winchester, VA 22604

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Mary A. Gray*

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Client#: 653169

60FREDGLA1

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> BB&T Insurance Services, Inc. 24 Rouss Avenue Winchester, VA 22601 540 662-3865	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): 540 662-3865 FAX (A/C No): (888)328-1325 E-MAIL ADDRESS: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A American Insurance Company NAIC # 21857 INSURER B INSURER C INSURER D INSURER E INSURER F
<b>INSURED</b> Fred Glaize LC etal P. O. Box 2077 Winchester, VA 22604	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRE AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ COMBINED SINGLE LIMIT (EA OCCURRENCE) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$0 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR, PARTNER, EXECUTIVE, OFFICER, MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		SUO15170608	06/01/2015	06/01/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 WC STATUTORY LIMITS OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

Fred Glaize LC etal  
 P. O. Box 2077  
 Winchester, VA 22604

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James J. Young

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## **FORM ETA 790 AND ETA 9142 ATTACHMENTS**

Terms and Conditions/Clarifications and Assurances/Additional Information

**\*JOB ORDER TO BE PLACED IN CONNECTION WITH A FUTURE APPLICATION  
FOR TEMPORARY CERTIFICATION FOR H-2A WORKERS\***

### **A: CLARIFICATION OF ITEMS ON FORM ETA 790 AND ETA 9142**

#### Item 3: Housing

- a. Housing and utilities are provided at no cost to H-2A workers and those workers in corresponding employment who are unable to return to their place of residence the same day.
- b. Housing beds, bedding, and mattresses will be furnished at no cost to the workers.
- c. Housing will be clean and meet the applicable Federal and State housing standard.
- d. Workers will be responsible for maintaining housing and surrounding areas in a neat and clean manner.
- e. No tenancy in employer-provided housing is created by this arrangement. The employer retains possession and control of the housing premises at all times. Workers residing in provided housing under the terms of this Clearance order shall vacate the housing promptly upon termination of employment with the employer.

#### Item 14: Board Arrangements

- a. Employer will provide 3 meals per day and charge \$11.86 per day for such.
- b. If meals are not provided, employer will furnish free cooking facilities so workers may prepare their own meals. Free transportation will be provided once a week to the grocery store so workers can purchase their groceries.

#### Item 16: Job Specifications

- a. Worker must be able to demonstrate that they are physically able to perform the work as described.
- b. The employer will provide 3 days of training and/or allow 3 days of work for workers to reach production standards if applicable.
- c. Production Standards (if applicable): After completion of training or break-in period, employer will expect worker to pick 12 boxes per hour, with no more than 10% bruising.
- d. Employer may terminate worker with timely notification to the NPC and DHS, if the worker:
  1. Refuses, without cause, to perform work for which the worker was recruited and hired;
  2. Commits serious acts of misconduct;
  3. Fails, after completing any training or break-in period, to reach production standard (if applicable); or

4. Abandons job ("Job Abandonment") – is absent for five consecutive previously scheduled days without prior notification to employer.

Item 17: Wage Rates, Special Pay Information and Deductions

The employer will offer, advertise in its recruitment, and pay a wage that is the highest of the AEW, the prevailing hourly wage or piece rate, the agreed upon collective bargaining wage, or the Federal and State minimum wage, except where a special procedure is approved for an occupation or specific class of agricultural employment. Employer assures that if a change in the AEW requires, an increase will be paid as of the effective date of the increase. Also, if the AEW is decreased, this will become the wage effective on the date of the decrease.

- a. If piece rate earnings for total hours work at a piece rate during a pay period do not result in average hourly earnings equal to the guaranteed minimum hour rate, the worker will receive make-up pay to the guaranteed minimum wage rate (AEW).
- b. The employer guarantees to offer employment for a minimum of  $\frac{3}{4}$  (three-fourths guarantee) of the hours in the workdays during the period of the contract, and all extensions thereof. This guarantee begins with the first workday after the worker's arrival at the place of employment and ends on the date specified on the job order or extensions thereof. In case of fire, weather, or Act of God terminations (as determined by the Certifying Officer) the  $\frac{3}{4}$  guarantee period ends on the date of terminations. The employer must make efforts to transfer the workers to another comparable employment acceptable to the worker, consistent with existing immigration law, as applicable. If such transfer is not affected, the employer must:
  1. Return the worker, at the employer's expense, to the place from which the worker (disregarding intervening employment) was recruited or transport the worker to the worker's next certified H-2A employer, whichever the worker prefers;
  2. Reimburse worker the full amount of deductions made from the worker's pay by the employer for transportation and subsistence expenses to the place of employment;
  3. Pay the worker for any costs incurred by the worker for transportation and daily subsistence to that employer's place of employment. Daily subsistence must be computed as set forth in paragraph (h) of 655.122. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved provided the guarantees in item 19 (a) below.
- c. Workers will not be required to work more than the number of hours specified in the job order for a workday or on their Sabbath or Federal holidays to meet this guarantee. The worker's average hourly earnings will be used under this guarantee where wages are paid on a piece rate basis. Workers who are terminated for cause or who voluntarily abandon their job are not entitled to this guarantee if employer provides timely notification to the NPC or DHS.
- d. On or before each payday, the employer will provide each worker in one or more written statements the following information:

1. The worker's total earnings for the pay period;
  2. The worker's hourly rate and/or piece rate of pay;
  3. The hours of employment offered to the worker (showing offers in accordance with the  $\frac{1}{4}$  guarantee as determined in paragraph (1) of the regulation at 20 CFR sec. 655.122 (k), separate from any hours offered over and above the guarantee);
  4. The hours actually worked by the employee;
  5. An itemization of all deductions made from the worker's wages;
  6. If piece rates are used, the units produced daily;
  7. Beginning and ending dates of the pay period; and
  8. The employer's name, address, and FEIN.
- e. The employer will provide workers referred through the interstate clearance system hours of work for the week beginning with the anticipated date of need, unless employer has amended the date of need by notifying the SWA no later than 10 business days before the date of need. If the employer fails to notify the State Department of Labor, then the employer shall pay an eligible worker referred through the clearance system \$402.48 (number of hours of work x AEWR/prevaling wage/minimum wage) for the first week starting with the originally anticipated date of need. If worker referred fails to notify the State Department of Labor of continued interest in the job at least 5 days before date of need, the worker will be disqualified from this assurance.
- f. Employer will maintain adequate payroll records. Workers will be paid weekly on Friday for work through the previous week.

#### Item 19: Transportation

Employer agrees to reimburse inbound transportation and subsistence expenses (11.86 per day minimum to a maximum of \$46.00 per day) to each worker, or any person, government agency, or private organization which, on behalf of the worker, has paid or advanced such transportation and subsistence expenses, from the place from which the worker was recruited to work for the employer, whether in the U.S. or abroad to the place of employment, after the worker has completed 15 days or 50% of the work (whichever comes first) contracted period of employment, from initial date of need or from the day after actual arrival of worker if later than stated date to report.

- a. Employer will provide or pay the cost of return transportation and subsistence to each worker who completes the employment period, or who is terminated for medical reasons, or as the result of fire, weather, or an Act of God (as determined by the Certifying Officer), from place of employment to place of recruitment, except if the worker prefers not to return to his place of recruitment and has subsequent employment with an employer – see item 17(b) above. Employer will not be responsible for providing return cost of transportation and subsistence from place of employment to place of recruitment if the worker voluntarily abandons the job or is terminated for cause and employer provides timely notification to the NPC and DHS.

- b. The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distance involved. All transportation provided by the employer will be by common carrier or other transportation facilities which conform to the applicable regulation of the Interstate Commerce Commission or the United States Department of Labor. The amount of daily subsistence will be in accordance with current rates published in the Federal Register (for workers with and without receipts).
- c. If requested by the worker, employer will assist in making transportation arrangements.
- d. Employer will provide transportation, at no cost to the worker, from the employer provided housing to the actual work site and return at the end of the day.

**Item 22: Workers' Compensation**

The employer assures that Policy #AVWCVA2403642015 issued by American Interstate Insurance Company, provides the required insurance for injuries arising out of and in the course of employment. Employer proof of insurance coverage will be provided to the Chicago Processing Center before a certification is granted.

**Item 23: Tool's and Equipment**

The employer will furnish without cost, all tools, supplies, or equipment required in the performance of work.

**B: OTHER CLARIFICATIONS AND ASSURANCES**

- 1. The employer agrees to abide by the regulations at 20 CFR 653.501 and CFR 655.135.
- 2. The employer will expeditiously notify the State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment.
- 3. Outreach workers shall have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.501 (xvi).
- 4. Where appropriate, the employer is certified in the use and application of pesticides per Federal Environmental Protection Agency and State Department of Environmental Conservation requirements. The employer assures that the workers hired under this order, who will be handling pesticides, will be provided appropriate training.
- 5. The employer will provide to an H-2A worker no later than the time at which the worker applies for the visa or to a worker in a corresponding employment no later than on the day work commences, a copy of the work contract between the employer and the workers in a language understood by the worker.
- 6. The employer assures that if acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on the order, he/she has a valid federal FLC certificate or FLCE identification card.



7. Employees who are H-2A workers are notified that they are required to leave the U.S. at the end of the period of certified employment, or if separated from employment early, unless the H-2A worker is being sponsored by another employer, for future contract.

Employer Signature: \_\_\_\_\_  
Philip B. Glaize, Jr., Member

# VIRGINIA EMPLOYMENT COMMISSION

## SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER

- ORDER NUMBER: 607425
- NAME OF EMPLOYER: Fred L. Glaize, L.C.
- LOCATION OF EMPLOYER AND DIRECTIONS:  
112 E. Picadilly Street Winchester VA 22601 (office)  
980 Indian Hollow Road Winchester VA 22603 (worksite)  
Route 522 N, Left on Indian Hollow Road, 1.6 miles to farm on the right
- PERIOD OF EMPLOYMENT:  
FROM 9/8/2015 to 10/30/2015
- WORK SCHEDULE:  
HOURS PER DAY Mon - Fri 7, Sat 4  
DAYS PER WEEK 6
- CROP AND PAY:  
CROP: apples  
HOURLY WAGE: \$10.32  
PIECE RATE: \$.74/hox
- WORK TASKS TO BE PERFORMED:  
Pick fruit from trees. Climb ladder (16 to 24 ft). Place fruit in picking bags which attach to the body with a shoulder harness and weigh 30-50 lbs when full. Empty fruit into field bins. May be required to pick from entire tree or spot pick. Fresh market fruit picking must be picked carefully to prevent bruising.
- TRANSPORTATION PROVIDED:  
FROM LABOR CAMP TO WORK SITE AND RETURN  
Yes
- HOUSING CAN ACCOMMODATE 40 PERSONS  
40 INDIVIDUAL  
0 FAMILY
- MEALS:  
PROVIDED: YES  
IF YES: COST PER DAY \$11.86  
(See item 14 in Job Order)  
WORKERS MAY DO THEIR OWN COOKING:  
NO
- DEDUCTIONS:  
TYPE AMOUNT  
SOCIAL SECURITY XXXXXX  
INCOME TAX XXXXXX

# LA COMISION DE EMPLEOS DE VIRGINIA

## RESUMEN DE LAS CONDICIONES DE EMPLEO QUE SON ESPECIFICADAS EN LA ORDEN DE TRABAJO

- NUMERO DE LA ORDEN: 607425
- NOMBRE DEL EMPLEADOR: Fred L. Glaize, L.C.
- DIRECCION DEL EMPLEADOR:  
112 E. Picadilly Street Winchester VA 22601 (oficina)  
980 Indian Hollow Road Winchester VA 22603 (sitio de trabajo) De la ruta 522 N, doble a la izquierda en Indian Hollow Rd, despues de 1.6 millas el huerto esta a la mano derecha
- PERIODO DE EMPLEO:  
DEL Sep 8 2015 al Oct 30, 2015
- HORARIO DE TRABAJO:  
HORAS POR DIA Lunes a viernes 7, sábado 4  
NUMERO DE DIAS POR SEMANA 6
- COSECHA Y PAGO:  
COSECHA manzanas  
SUELDO POR HORA \$10.32  
PAGA POR UNIDAD: \$.74/caja
- LABORES A DESEMPEÑAR EN EL TRABAJO:  
Recolectar fruta de los arboles. Subir una escalera (entre 16 y 24 pies de largo). Coloque las frutas en una bolsa que se lleva por los hombros, pesando entre 30 y 50 libras de lleno. Vaciar las bolsas, llenando cajas en el campo. Puede ser que recolecte todo lo que viene de un árbol o que busque frutas maduras. Las manzanas por consumo fresco necesitan ser recolectadas de manera cuidadosa para prevenir que se arruinen.
- TRANSPORTE PROPORCIONADO: DESDE EL ENCAMPAMIENTO HASTA EL SITIO DEL TRABAJO Y LA VUELTA: SI
- VIVIENDA DISPONIBLE PARA 40 PERSONAS:  
40 INDIVIDUOS  
0 FAMILIAS
- COMIDAS:  
PROPORCIONADAS: SI  
EN CASO DE SI: EL COSTO POR DIA SERA \$11.86 (Vea Num.14 en la Orden de Trabajo)  
LOS TRABAJADORES TIENEN QUE COCINAR SUS COMIDAS: NO
- DEDUCCIONES:  
CLASE CANTIDAD

TRANSPORTATION NONE  
TOOLS & EQUIPMENT NONE  
CREWLEADER CHARGES NONE

SEGURO SOCIAL XXXXXX  
IMPUESTOS SOBRE INGRESOS XXXXXX  
TRANSPORTE NINGUNO  
HERRAMIENTOS Y EQUIPO NINGUNO  
SUMA COBRADA POR EL  
CONTRATISTA DE TRABAJO  
AGRICOLA NINGUNO

12. NOTES TO WORKERS:

A copy of the full job order is available for inspection in this office.

The employer has guaranteed your first week's wages unless he/she notifies this job service of a later starting date by 8/24/2015.

In order for you to be eligible for this guarantee, you must contact the job service at:

VIRGINIA EMPLOYMENT COMMISSION  
100 Premier Place  
Winchester, Va 22602

During the period of 8/25/15 to 8/31/15.  
Any Job Service office will assist you in doing this.

12. NOTAS PARA EL TRABAJADOR:

La copia de la orden completa está disponible en la oficina para su inspección:

El pago por la primera semana de empleo es garantizado a menos que el empleador notifique al Servicio de Empleos de que la fecha de comienzo será atrasada, y que tal notificación sea antes de la fecha Agosto 24-2015.

Para que Ud tenga derecho a esta garantía de pago, es necesario que se ponga en contacto con la siguiente Oficina del Servicio de Empleo:

VIRGINIA EMPLOYMENT COMMISSION  
100 Premier Place  
Winchester, Va 22602

Hay que contactar a la oficina durante el periodo del Ago 25-15 al Agosto 31-2015.  
Cualquiera oficina del servicio de empleos le asistirá en hacer contacto.

# Virginia Employment Commission

## Community Services in Frederick County & Winchester City *Servicios comunitarios en el condado de Frederick y la ciudad de Winchester*

### **HEALTHCARE SERVICES** ***SERVICIOS DE SALUD***

Winchester Medical Center  
(Hospital)  
1840 Amherst Street  
Winchester, VA  
540-722-8000

Free Medical Clinic  
301 N. Cameron St. # 100  
Winchester, VA  
540-536-1680

### **TEMPORARY HOUSING, FOOD, FINANCIAL ASSISTANCE** ***REFUGIO DE EMERGENCIA, COMIDA, AYUDA FINANCIERA***

The Salvation Army  
300 Fort Collier Rd.  
Winchester, VA  
540-667-4777

Winchester Rescue Mission  
301 N. Cameron St.  
Winchester, VA  
540-667-8460

Congregational Community  
Action Program (C-CAP)  
112 S. Kent St.  
Winchester, VA  
540-662-4318

Lord Fairfax Area Food Bank  
1802 Roberts St  
Winchester, VA  
540-665-0770

### **SCHOOL (CHILDREN)** ***ESCUELA DE NIÑOS***

Winchester City Public  
Schools  
12 N. Washington St.  
Winchester, VA  
540-955-4253

Frederick County Public  
Schools  
1415 Amherst St.  
Winchester, VA  
540-662-3888

### **LEGAL AID** ***ASISTENCIA LEGAL***

Blue Ridge Legal Services  
303 S. Loudoun St. Ste. D  
Winchester, VA  
540-662-5021

Legal Aid Justice Center  
6400 Arlington Blvd. #600  
Falls Church, VA  
703-778-3450

Virginia Department of  
Labor Wage & Hour Division  
400 N 8<sup>th</sup> St. #416  
Richmond, VA  
804-771-2488  
1-866-4-USWAGE

### **GOVERNMENT BENEFITS OFFICE** ***OFICINA DE BENEFICIOS PUBLICOS***

Winchester Social Services  
24 Baker St  
Winchester, VA  
540-662-3807

Frederick County Social  
Services  
107 N. Kent St.  
3<sup>rd</sup> Floor (Tercer piso)  
Winchester, VA  
540-665-5688

### **EMPLOYMENT AND TRAINING ASSISTANCE** ***AYUDA EN BUSCAR EMPLEO***

Virginia Employment  
Commission  
100 Premier Place  
Winchester, VA  
540-722-3415

Valley Workforce Center  
411 N. Cameron St.  
Winchester, VA  
540-545-4146

### **ENGLISH AND COMPUTER CLASSES, GED PREPARATION** ***CLASES DE INGLES Y COMPUTACION, PREPARACION POR EL EXAMEN DE GED***

Literacy Volunteers  
Winchester Area  
301 N. Cameron St.  
Winchester, VA  
540-536-1648

Northern Shenandoah Valley  
Adult Education  
1-800-435-5945  
540-869-0748